# AGREEMENT BETWEEN

# THE RINGWOOD BOARD OF EDUCATION

# **AND**

# THE RINGWOOD CUSTODIAL AND MAINTENANCE ASSOCIATION, INC.

(Affiliated with the New Jersey Education Association)

July 1, 2015 – June 30, 2018

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# **PREAMBLE**

This agreement made and entered into effective July 1, 2015 by and between the Board of Education of Ringwood in the County of Passaic, hereinafter referred to as the "Board", and the New Jersey Education Association, hereinafter referred to as the "Association".

#### **ARTICLE 1 - RECOGNITION**

#### Section 1

The Board hereby recognizes the NJEA as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all employees of the Board employed under the classification of Custodial Workers, Maintenance Repairman but excluding any individuals whose duties include the evaluation and disciplining of Custodial Workers, Maintenance Repairman, of whose evaluation or ratings may be instrumental in the hiring or dismissal of Custodial Workers or Maintenance Repairmen.

#### Section 2

Unless otherwise indicated, the term "employee" when used in this Agreement refers to all persons represented by the NJEA in the above defined negotiating unit, excluding clerical, professional, confidential, and craft employees, and police and supervisors within the meaning of the Act.

#### Section 3

The Association shall furnish the Board with a list of its President, Vice-President, Secretary/Treasurer, and shall, as soon as possible, notify the Board in writing of any changes therein. Such notifications shall be sent to the SBA. No officer shall be recognized by the Board until such written notification of his/her appointment shall be received by the Board from a duly authorized Officer of the Association.

#### Section 4

The Board will furnish the Association with a list of the names, addresses, and hire dates of members of the unit once a year. Both parties agree to recognize and deal only with properly authorized Board or Association Representatives with reference to matters pertaining to this contract.

The President or his/her designee may be permitted upon request and approval of his/her immediate supervisor to investigate and adjust complaints. In the event of the President's absence, he/she may have an alternate designated on his/her behalf.

The Association shall have access through the appropriate supervisor and appropriate channels to pertinent documentation relating to the grievance in question, and shall have the right to interview the aggrieved employee, supervisors and witnesses.

#### Section 5

A representative or representatives of the Association shall have reasonable access to all places in which employees covered by this Agreement work providing he/she goes through the appropriate supervisor and channels.

Section 6

The Association President or his/her designee will be sent copies of all letters of warning and discipline sent to the members.

#### Section 7

There shall be a liaison committee consisting of the School Business Administrator, a Board member, two (2) officers, and the NJEA Representative (optional).

Liaison committee shall assemble for up to three (3) meetings during each school year at a mutually agreed upon schedule.

#### ARTICLE 2 - MEMBERSHIP

#### Section I

All present employees who are members of the NJEA on the date of execution of the Agreement may remain members of the NJEA.

#### Section 2 – DUES DEDUCTIONS

The Board shall deduct and transmit monthly membership dues and other proper assessments from the earned wages or salaries of each Local NJEA member in the union upon written authorization of that employee. The total monthly amount shall be forwarded regularly to the NJEA Office duly authorized to receive such payment.

#### Section 3

Those employees who do not join the Association shall be required to pay up to 85% of dues for services rendered.

#### ARTICLE 3 - BULLETIN BOARDS

Subject to prior approval of the CSA or any of his designees, which approval shall not be unreasonably withheld, the Board shall permit the Association appropriate use of bulletin boards, customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Association business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. The Association agrees that at no time will such space be used for posting

any materials, which are unethical, unprofessional, or violative of law or in violation of Board policies.

#### ARTICLE 4 - GRIEVANCE PROCEDURES

#### Section 1 - General Procedures

Definition: A grievance is defined as a complaint or dispute by an employee in the unit, with the Board or any agent of the Board, with administration or supervisory authority over members of the unit, which dispute or complaint is that the employee has been treated unfairly, inequitable or improperly in terms of the application and interpretation of the Agreement.

- Step 1 In the event any grievance should arise, the individual involved shall present the grievance within ten (10) working days of occurrence of same informally to his/her immediate supervisor and every effort shall be made to resolve the grievance informally.
- Step 2 If no satisfactory resolution of the informal presentation of the grievance is reached within ten (10) working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to his/her immediate supervisor within ten (10) days, who shall respond in writing to the written grievance and who shall forward copies of his response to both the Association and the SBA or his designee. Failure of employee to submit written grievance within ten (10) working days, shall constitute abandonment of the grievance.
- Step 3 If no satisfactory resolution with the employee of a Step 2 grievance is reached within ten (10) working days, the grievant or the Association may appeal the decision at Step 2 to the CSA or his designee within ten (10) days, who shall within ten (10) days notify in writing a specific date for a conference with the grievant to review the grievance. The CSA or his designee shall then submit a written decision on the grievance to the grievant and a copy of this decision shall be forwarded to the Association.
- Step 4 If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 3, the employee shall have ten (10) days to file written appeal with the SBA or the Board or a committee of Board members designated by the Board. Said request shall be made in writing and copies simultaneously sent to the CSA, Board Secretary/Business Administrator, Board of Education and the Association. The Board or committee shall set a date for a hearing on the grievance within twenty (20) days of notification.

The Board of Education or the designated committee shall submit a written decision on the grievance to the grievant and a copy of this

decision shall be forwarded to the Association within ten (10) days following the hearing.

#### ARTICLE 5 - GRIEVANCE PROCEDURES continued

Step 5

If the aggrieved person is not satisfied with the disposition of his grievance at Step 4, he/she may submit the grievance to advisory arbitration.\* The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the party submitting the grievance. Any other expenses incurred shall be paid by the same party incurring same.

#### Section 2

The steps provided for may be waived by mutual agreement of the parties and the time limits changed by similar mutual agreement. Both parties agree that the specified times are maximum time limits and the grievance should be expedited as soon as possible.

\* It is agreed that in these matters, PERC will be consulted as advisory arbitrator.

#### ARTICLE 5 - ASSOCIATION BUSINESS

#### Section 1

The Board shall permit members of the Association's negotiating committee to change schedules with other members of the bargaining unit in order to attend negotiating sessions, as long as it is practical and does not interfere with the proper operation of the school system. The immediate supervisor and Supervisor of Buildings and Grounds will be consulted in advance.

#### Section 2

In the event the Association representative or his/her alternate is called upon to represent a member of this bargaining unit concerning the member's grievance, such hearing of grievance should take place during the working hours of the officer, if his/her absence from duty does not cause a hardship or interfere with the proper operation of the schools. The immediate supervisor and Supervisor of Buildings and Grounds will be consulted in advance.

An officer shall be released one full day with pay to attend the Annual Educational School Personnel Workshop.

An officer shall be released two (2) full days with pay to attend the NJEA Convention yearly.

#### ARTICLE 6 – LEAVE OF ABSENCE

Upon making written application, an employee of this unit may apply for a leave of absence without pay. Such a request shall include the reason therefore and the Board shall give due consideration to each application. Such leave of absence may be renewed for an additional period, upon formal written application to and subject to the approval of the Board. The Board shall retain the right to approve or disapprove all applications. An employee returning from any authorized Leave of Absence will be reinstated and will retain the seniority held at the time the leave became effective.

Employees will be entitled to Family Leave pursuant to provisions of New Jersey Statutes.

#### ARTICLE 7 - WORK WEEK - WORK DAY - OVERTIME

#### Section 1 – Work Week

Except for such days as are designated as holidays within the calendar adopted by the Board and applicable to custodial workers, maintenance repairmen, and except for such additional holidays as may be granted from time to time to said categories of employees, the regular hours of employment shall be 40 as follows:

#### A. Day Shift

Shall consist of 40 hours per week.

Shall consist of five (5) working days, Monday through Friday, of 8 ½ continuous hours each day, including a duty free one-half hour lunch period. The Supervisor of Buildings and Grounds shall assign a maintenance person to cover a custodial absence in case of an emergency when no substitute is available, with placement to be on a rotating basis.

Shall include split shift employees.

#### B. Night Shift

Shall consist of 37 ½ hours per week.

Shall consist of 5 working days, Monday through Friday, of 8 continuous hours each day, including a duty free one-half lunch/dinner period.

All lunch periods assigned to members of this unit shall be duty free lunch periods and, with the exception of an emergency, any member of this unit who is requested to perform services during his/her lunch period shall be afforded a duty free lunch period during the respective work shift in that same work day.

#### Section 2 – Work Day

The Supervisor of Buildings and Grounds shall determine a work schedule for each employee. Such schedule shall not be changed without prior consultation with the employee or the Association except in case of an emergency. This section shall apply only to the normal building and time assignment.

There shall be two (2) coffee breaks per work day – fifteen (15) minutes each.

#### Section 3 — Overtime

Overtime shall be defined as extra work performed by a member of the unit over and above the regular work hours. Overtime rates shall be one and one-half (1 ½) times the regular hourly rate and shall apply when authorized on the following basis:

- A. All time worked in excess of eight (8) hours in one day. Seven and one-half (7 ½) hours for the night shift.
- B. All time worked in excess of forty (40) hours, thirty-seven and one-half (37 ½) hours for the night shift in one week for which overtime has not been earned.
- C. All time worked on a custodian's holiday or Saturday. It is agreed that time worked on a holiday shall be in addition to regular holiday pay.
- D. Schedules will not be changed to avoid payment of overtime.
- E. All time worked on Sunday shall be paid for at the rate of double the employee's hourly rate of pay.
- F. Open overtime for custodial employees shall be assigned on a rotating basis, based on seniority, when not assigned in any other manner as stated in contract.
- G. All holiday pay shall be at double time of hourly rate.
- H. An employee called back to work shall receive a minimum of two (2) hours. Week hours shall be at the rate of time and one-half.
- On days when inclement weather causes schools to close early, custodial and maintenance personnel shall be afforded the same consideration as other employees. The same shall be true for the day before Thanksgiving and Christmas. Hours can be A.M. 6:30 – 11:00 and P.M. 11:00 – 3:30.

Whenever possible, overtime will be assigned among the employees at the school where the overtime is to take place. To insure proper coverage and necessary functions at the schools, the Supervisor of Buildings and Grounds shall maintain the right to assign overtime. Employees assigned to work the overtime may be excused from it at the discretion of the Supervisor of Buildings and Grounds. Overtime assignments shall be made on a rotating basis within each individual building whenever possible, or per item F of this contract.

#### ARTICLE 8 - HOLIDAYS

All members of this unit shall receive fifteen (15) paid holidays per year. The exact days will be determined by the CSA in forming the yearly school calendar. The employees shall also receive a paid holiday on any day declared a legal holiday in the State or County by the Governor or President providing the schools are closed on such a day, such as Martin Luther King's birthday.

The Association President shall be consulted and have the opportunity to discuss holiday assignments when the school calendar is being made up. Final decision shall remain with the CSA and the Board of Education. The school calendar will be made available to the Association as soon as possible after its adoption.

#### ARTICLE 9 - VACATION

#### Section 1

By April 15<sup>th</sup>, the Supervisor of Buildings and Grounds will notify each employee of the number of vacation days earned. Employees are required to give two (2) weeks notice of their vacation schedule so that the Supervisor of Buildings and Grounds is able to supply work coverage sufficiently. Whenever desired schedules conflict, seniority will prevail. No employee will be required to reschedule his/her vacation period once it has been officially authorized except for a case of clear and obvious emergency as determined by the SBA.

Vacation time may be taken at any time during the year with prior approval of the Supervisor of Buildings and Grounds and the concurrence of the SBA, with the following conditions:

- a) no vacations will be taken during the last week of school closing;
- b) no vacations will be taken during the last two (2) weeks prior to the opening of school;
- c) no vacations will be taken during the first five days of the school year; and
- d) vacations will be limited to three (3) weeks during the summer.

#### Section 2

The following vacation schedule, with pay, shall apply for the duration of this contract: After attaining over:

		**************************************	
One	(1)	year of service	Ten (10) vacation days
Five	(5)	years of service	Fifteen (15) vacation days
Ten	(10)	years of service	Twenty (20) vacation days

From the 11<sup>th</sup> through the 15<sup>th</sup> years of service: One (1) additional day of vacation per year. After fifteen (15) years of service: Twenty-five (25) vacation days total. For employees hired after June 30, 1998: Maximum vacation days will total 20 days per year.

An employee covered by this agreement shall be entitled to receive vacation pay on the regular pay day immediately preceding the employee's vacation.

#### Section 3

Additional vacation days as indicated in Section 2 above shall become effective on appropriate anniversary date of employee as follows:

- A. Employee's anniversary date falling between July 1st and December 31st of school year, employee will become eligible for vacation and/or increased vacation time during the particular school year of anniversary date.
- B. Employee's anniversary date falling between January 1<sup>st</sup> and June 30<sup>th</sup>, employee will become eligible for vacation and/or increased vacation time effective July 1<sup>st</sup> of school year immediately following anniversary date.

#### Section 4

A. An employee leaving the school system, by resignation, termination, or retirement shall be paid for *the annual* vacation time earned but not used.

#### ARTICLE 10 - FRINGE/MEDICAL BENEFITS

#### Section 1

#### A. Medical Plan

1. Any change in carrier made by the Board of Education shall provide coverage equal to or better than the previous coverage.

#### B. Dental Plan

1. Full family coverage of dental services in accordance with the Delta Dental Service Plan, Inc. will be provided by the Board with no cost to the employees. The plan will be the same as in previous contracts.

Full family coverage of dental services based on plan Number III New Jersey Dental Service Plan, Inc. providing preventive and diagnostic coverage at 100%; remaining basic services 80/20%; and Prosthodontic benefits 50/50% will be adopted.

2. Any change in carrier made by the Board of Education shall provide coverage equal to or better than the previous coverage.

## C. Prescription Plan

Any change in carrier made by the Board of Education shall provide coverage equal to or better than the previous coverage.

- D. If a change in carrier is contemplated, it is agreed that a committee will be established to investigate the various possibilities and programs. The committee shall consist of the following:
  - 1. Chief School Administrator and School Business Administrator;
  - 2. Two (2) Board of Education members;
  - 3. Up to four (4) Ringwood Education Association representatives;

- 4. One Ringwood Educational Office Personnel Association representative;
- 5. One Custodian and Maintenance Employees Association representative.

#### E. How to Become Insured

- 1. Eligible new employees will become insured for employees' coverage the first of the month following the date they complete two (2) months of continuous service.
- 2. An employee who is initially employed on an annual ten (10) month contract will be deemed to have satisfied the two (2) month waiting period in the months of July and August if he/she begins contractual employment at the beginning of the contract year (September 1st).

#### F. How to Enroll

- 1. The School Business Administrator will provide any necessary enrollment forms to new employees/enrollees prior to the enrollment period. The employee is responsible for returning the completed forms to the School Business Administrator prior to the enrollment period. Said enrollment shall be made available to each newly hired eligible employee at the earliest possible registration date immediately following employment.
- 2. Employees will be covered pursuant to the enrollment periods of each respective plan.

#### Section 2

Upon employment, the benefits described in Section 1 shall be made available to each newly employed member of the unit at the earliest possible registration date immediately following employment.

Vacation pay to be available on pay day prior to vacation as long as payroll computations have been completed for the pay cycle in question.

Pay checks due during vacation is to be sent to the designated address provided by the employee.

#### ARTICLE 11 - CLOTHING

The Board will provide five (5) complete uniforms, consisting of five (5) shirts and five (5) pants per person per year. These articles of clothing are to be ordered in April and be delivered by September for the start of the school year. The employee has the option of requesting two (2) T-shirts instead of each regular work shirt.

The Board will provide a heavy duty jacket every odd number year and a medium weight jacket and heavy sweatshirt or hoodie every even number year. These items shall be maintained by the employees. Employees shall be allowed input on the type of outer clothing that is purchased, with cost not to exceed \$125.00 for the heavy weight jacket, \$100.00 for the light weight jacket, and \$30.00 for the hoodie.

The Board will provide the full-time custodian and maintenance personnel with a pair of heavy lined boots for winter wear every three (3) years. Employees shall be allowed input on the type of lined boot that is purchased, not to exceed a cost of \$150.00.

The Board will provide four (4) extra T-shirts for the employees for the summer recess.

In the event of irreparable damage on the job, said item will be replaced by the Board upon notification of the same.

The Board will reimburse each member \$150.00 yearly during the term of this contract towards the purchase of work shoes, or approved alternate and related footwear, when presented with receipt for same.

The Board shall provide rain gear to all employees. Such rain gear shall include one (1) set of pants and coat. Said gear shall be replaced every five (5) years.

The Board shall provide for safety goggles for employees as follows:

- A. One (1) pair per maintenance employee.
- B. One (1) pair per employee per building.

#### ARTICLE 12 - WAGES

#### Section 1

The employees of this unit are twelve (12) month employees and will be paid a yearly salary as outlined in Table A, which is attached to the end of this Agreement and which is part of this Agreement.

#### Section 2

Payroll errors shall be corrected within the next pay period.

#### Section 3

The Board shall continue the current practice of paying the cost of obtaining a Fireman's License (Black Seal) and any other courses taken by the employee of this unit, providing they are relevant to their job duties and recommended by the Supervisor of Buildings and Grounds and the SBA to the CSA.

This reimbursement will occur only if the course taken is passed by the employee and upon written proof of same.

The Board further believes that the Black Seal License is part and parcel of the job position. Any new employees hired after July 1, 1976 will be required to either have a current Black Seal License or to obtain same within a one (1) year period. Failure to obtain said license will be cause for termination.

The Board of Education agrees to pay renewal fees for Black Seal License for all employees upon expiration of same.

Reimbursements for the cost of shoes and licenses shall be made to the employee within one (1) month of the employee's submission to the supervisor.

#### ARTICLE 13 – ABSENCES AND LEAVES

Section 1 – Sick Leave

All employees in this unit shall earn one (1) day sick leave per month at full pay during each calendar year. Unused sick leave may be accumulated without limit, but with a maximum of twelve (12) days per year.

Reimbursement for unused sick leave shall be provided upon separation or retirement upon completion of the eighth full year of continuous employment in the Ringwood Public Schools. Continuous employment shall include Board approved leaves of absence. The rate of payback shall be at \$50.00 per day with a maximum of \$5,000.00 for 100 days.

In order to be eligible, an employee shall provide sixty (60) days advance notification to the Board when possible. Payment will be made in all cases within three (3) months of the separation date.

#### Section 2 – Personal Leave

This section shall cover brief absences not chargeable to sick leave. The provisions for leave at full pay stated below shall be during one (1) school year.

A. Death in the Immediate Family – An allowance of fine (5) days paid leave shall be granted for the death of a member of the immediate family. Immediate family shall be considered spouse/partner, child/step-child, grandchild, parent/step-parent, brother/brother-in-law, sister/sister-in-law, mother/mother-in-law, father/father-in-law, son-in-law/daughter-in-law, or

any member of the immediate household. The five (5) days need not to be taken consecutively.

An allowance of up to three (3) days shall be granted for the death of a grandparent, aunt/uncle, niece/nephew, cousin, or other close family member. The three (3) days need not be taken consecutively.

B. No more than a cumulative total of four (4) days are allowable for personal leave not including death in the immediate family. Full pay will be deducted for all days in excess of four (4). One (1) week notice, when possible, must be given to the Supervisor of Buildings and Grounds, or in his absence, the SBA. In the case several employees choose the same day, the Supervisor of Buildings and Grounds may deny some employee the right to take this day.

No personal days are to be taken during the first five (5) days of the school year, during the last five (5) days of the school year, or on any day immediately preceding or following a holiday period. Exceptions to the above are serious illness in the immediate family, a bona fide religious holiday, required court appearance, verifiable emergency, or at the discretion of the Chief School Administrator.

- C. For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing to the SBA.
- D. At the beginning of the contractual year, each custodial worker and maintenance repairman shall receive in writing the number of sick days they have accumulated. This figure will include the twelve (12) days of the new contractual year.
- E. Any personal day not taken during the school year may be added to accumulated sick days.
- F. Medical documentation shall be required for all absences which exceed five (5) days.

#### ARTICLE 14 - CONFORMITY TO LAW AND SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, then such provision shall be invalidated and not performed or enforced. In the event any provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction, only such provision shall be invalidated and all other provisions shall continue to remain in effect.

### ARTICLE 15 - PROMOTIONS AND NEW POSITIONS

#### Section 1

In the event that any new positions in the field covered by the employees of this unit are opened up, whether promotional or otherwise, the following steps shall be taken in affording all presently employed the opportunity for competing for such positions:

- 1. Notice of all openings shall be posted on the Association's bulletin board in all schools.
- In posting such notices, complete and full details with respect to all qualifications, job specifications, and salary shall be included when possible.
- All employees in the unit shall have full and equal opportunities to compete for any such positions based on their being able to meet the required qualifications.

#### Section 2

All vacancies shall be awarded on the basis of qualifications and seniority shall apply where appropriate.

# ARTICLE 16 - SUSPENSIONS AND DISCIPLINARY ACTION

If the Board or an authorized agent of the Board has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Except for extraordinary circumstances, a verbal warning will precede any written reprimand.

# ARTICLE 17 - EMPLOYEE PERFORMANCE EVALUATIONS

Employee performance shall be regularly evaluated by the immediate supervisor, but no less than once per year. Evaluation reports shall be made openly. All written evaluations of the performance of any employee shall be signed by the individual who makes the evaluation.

Employees shall be rated. If rated unsatisfactory by the supervisor, the supervisor shall make specific recommendations for improvement and provide assistance to the employee. After a reasonable time, the employee shall be re-evaluated and receive once again a written evaluation.

In the event of an unsatisfactory evaluation, the employee will be progressively disciplined. All such evaluations may be appealed through the grievance procedure if the employee feels he/she has not been treated fairly.

Evaluations shall not be placed in the employee's files unless the employee has had an opportunity to read the evaluation. The employee shall acknowledge that he/she read such material by affixing his/her signature on the copy to be filed. Such signature shall merely signify that he/she has read the materials and is not to be construed that he/she necessarily agrees or disagrees with its contents. If the employee refuses to sign, the fact shall be noted, dated and witnessed. Employee has right to make written comments on the evaluation form.

Upon appeal from the employee, evaluations and charges dealing with absenteeism, tardiness and job performance will be expunged after a period of three (3) years, but those dealing with extraordinary circumstances could remain in the files at the discretion of the CSA.

The Board agrees to continue its policy of treating these personnel files confidentially.

#### ARTICLE 18 - SENIORITY

Seniority is defined as employment based on the length of continuous service with the Board within the unit from the date of hire. Seniority shall prevail in all matters where a preference may be established.

#### ARTICLE 19 - MISCELLANEOUS

### Section 1 – Health and Safety

The Board shall abide by its own policy BE 146, "Employee Safety" with respect to all members of this unit. Questions arising therein shall be brought to the Liaison Committee and shall be resolved via the means provided in the contract.

#### Section 2 – Travel Allowances

Any member of the bargaining unit shall be paid the OMB rate if the employee's personal vehicle is used to obtain a Black Seal License. The distance traveled shall be calculated from the assigned building to the place of Certification. This allowance shall be paid at the completion of the course.

#### Section 3 — Wash-up

All employees in this unit shall be given a fifteen (15) minute "wash-up" time for purposes of cleaning up before leaving work every day.

#### Section 4 – Snow Days/Delayed Opening

On snow days, both day and evening custodians will work the same number of hours. After cleaning the schools on "snow days", all employees will be excused to go home by the Supervisor of Buildings and Grounds or, in his absence, the CSA, except in extreme emergencies. Those days when hazardous conditions exist and a school closing for teaching staff and students is in effect, allowance will be made for tardiness.

# ARTICLE 19 MISCELLANEOUS (continued)

### Section 5 – Jury Duty

Employees serving "Jury Duty" shall be paid the difference between the amount paid for Jury Duty and their salary.

#### Section 6 - Tenure

Custodial and maintenance positions are non-tenured positions.

#### Section 7 – Boilers

No member of the unit will be obligated to do annual cleaning of boilers.

#### Section 8 - Part-Time

All full-time employees as of July 1, 2007 can not be reduced to part-time without prior negotiations.

### ARTICLE 20 - NO STRIKE OR LOCK OUT

During the term of this Agreement, the Association shall not call or authorize any strike against the Board nor shall the Association engage in any work stoppage, slow down or job action. The Board agrees that during the term of this Agreement it shall not affect any lock out.

# ARTICLE 21 - MANAGEMENT RIGHTS

- 1. Except as otherwise provided herein, the direction of the working forces are rested exclusively with the Board.
- 2. The rights herein described shall include, but not be limited to layoff, discharge for just cause, in case of emergency to require that duties and shifts other than those normally assigned be performed until the emergency terminates, and the right to hire and promote, and to make reasonable working rules and regulations of procedure and conduct, to determine work shifts, provided that the exercise of these rights is to be consistent with the terms and conditions of this Agreement and are not to be used so as to discriminate against any person by reason of Association membership.

#### ARTICLE 22 - SUCCESSOR CONTRACT

Negotiations for a Successor Contract shall begin on or before November 1, 2017, provided the Association serves appropriate notice as per PERC Law. This contract shall remain in effect until the effective date of a ratified Successor Contract.

# **CUSTODIANS**

STEP	2015-2016	movement	STEP	2016-2017	movement	STEP	2017-2018
1	\$42,348		1	\$ 42,938		1	\$ 43,551
2	\$42,598		2	\$ 43,188		2	\$ 43,801
3	\$44,378		3	\$ 44,968	7	3	\$ 45,581
4 .	\$46,793		4	\$47,383		4	\$ 47,996
5	\$49,258		5	\$ 49,848		5	\$ 50,461
6	\$53,128		6	\$ 53,718		6	\$ 54,331

# **MAINTENANCE**

STEP	2015-2016	movement	STEP	2016-2017	movement	STEP	2017-2018
1	\$51,348		1	\$51,938		1	\$ 52,551
2	\$51,598		2	\$ 52,188		2	\$ 52,801
3	\$53,378		3	\$ 53,968		3	\$ 54,581
4	\$55,793		4	\$ 56,383		4	\$ 56,996
5	\$58,258		5	\$ 58,848		5	\$ 59,461
6	\$62,128		6	\$ 62,718		6	\$ 63,331

Salary Increase:

2015 - 2016

2.6%

2016 - 2017

2.67%

2017 -- 2018

3.13%

### ARTICLE 23 - LONGEVITY SCHEDULE/GUIDE

<u>Longevity</u>: Employees shall receive, in full, the amount as noted below upon the anniversary date of the completion of specific years of continuous service to the Ringwood Public Schools. Such longevity payment shall be issued upon the continued completion of additional anniversary dates. Payment shall be made on the first pay date immediately following said anniversary date.

After ten (10) years of service	\$1,000.00
After fifteen (15) years of service	\$1,500.00
After twenty (20) years of service	\$2,000.00

(N.J.S.A. 18, 29-14): Any Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days to give written notice of such action, together with the reasons therefore, to the member concerned.

<u>Part-Time Employees</u>: Any custodial or maintenance personnel hired during the term of this contract shall receive a salary of the first year of this guide, on a pro-rated basis.

New Employees: A new employee (part-time or full-time) hired between July and December would move to the next step of the following contract year. A new employee (part-time or full-time) hired between January and June would remain on the same step of the following contract year.

#### ARTICLE 24 - DURATION

This Agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of <u>July 1, 2015</u> and shall continue to remain in full force and effect until <u>June 30, 2018</u>.

Approved on <u>April 25, 0016</u>

President

Board of Education

President

Custodial/Maintenance Association

Board Secretary/School Business Administrator

Custodial/Maintenance Association